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ther, it has been held that where there is a lien on the debtor's property, the property may be sold and exemptions claimed from the proceeds after payment of the lien debt. *Darby v. Rouse*, 75 Md. 26. The former line of decisions shows that the courts are not averse to allowing a claim of exemptions out of proceeds. The reason for the decision in the latter line of cases is that unless the debtor can claim from the proceeds, his right to exemptions will be defeated. The court applied the same reasoning to the present case, and to keep the wife's exemptions from being substantially defeated, allowed her to claim from the proceeds. In view of the very liberal construction almost universally given to exemption statutes the result seems correct.

BANKRUPTCY — STATE INSOLVENCY LAWS — MERGER OF CLAIM IN SUBSEQUENT JUDGMENT. — The Massachusetts court, under statutory power, instituted receivership proceedings against the defendant corporation to close its affairs. Thereafter, in another court, the petitioners carried to judgment against the defendant a debt action commenced prior to the receivership. The petitioners then sought to enforce their claim in the receivership proceedings. *Held*, that the petitioners may prove their original claim only. *Atty.-Gen. v. Supreme Council A. L. H.*, 81 N. E. 966 (Mass.).

In Massachusetts claims arising after the institution of insolvency proceedings are not provable against the insolvent's estate. MASS. REV. LAWS, c. 163, § 31. Under this heading courts in Massachusetts and Maine, in proceedings under their state insolvency laws, ordinarily include claims which, though valid when insolvency proceedings are commenced, are thereafter pursued to judgment. *Sampson v. Clark*, 2 Cush. (Mass.) 173; *Emery, Appellant*, 89 Me. 544. The courts reason that the original claim merges completely in the judgment debt, and that the creditor elects this judgment right against his debtor's future assets in place of the former claim against the insolvent estate. The court excepts the present case from this doctrine because here, the debtor corporation being dissolved, the creditor cannot be said to seek future assets. While the result reached is just, the court in considering the creditor's intent fails to dispose satisfactorily of the merger question, the opinion herein reflecting a recent tendency to curtail or ignore that technical theory. *Murphy v. Manning*, 134 Mass. 488. The merger doctrine is not applied in proceedings under the National Bankruptcy Act. *Boynton v. Ball*, 121 U. S. 457. The result is the application of different rules to state and federal insolvency proceedings in Maine and Massachusetts. This inconsistency is apparently confined to these two states. See *In re Stansfield*, 4 Sawy. (U. S.) 334; *Imlay v. Carpentier*, 14 Cal. 173.

BILLS AND NOTES — FICTITIOUS PAYEE — EFFECT OF DRAWER'S INTENTION. — The plaintiff, on the fraudulent representation of A and to pay for shares of stock alleged to be for sale by B, drew a check payable to the order of B, who was ignorant of the transaction and had no such stock. A then indorsed the check, using the payee's name, to the defendant bank, a *bona fide* purchaser for value. The defendant collected the amount from the plaintiff's bank, which amount the plaintiff seeks to recover. *Held*, that the defendant is not entitled to the proceeds of the check. *Macbeth v. North and South Wales Bank*, 24 T. L. R. 5 (Eng., Ct. App., Oct. 16, 1907).

The Bills of Exchange Act, 1882, s. 7, subs. 3, provides that "where the payee is a fictitious or non-existing person, the bill may be treated as payable to bearer." In the United States the intention or knowledge of the drawer is decisive of the fictitiousness of a named payee, irrespective of the actual existence of a person of such name. *Shipman v. State Bank*, 126 N. Y. 318; *Armstrong v. Pomeroy Nat'l Bank*, 46 Oh. St. 512. The English courts, by a strict construction, consider the drawer's intention immaterial if the named payee is, in fact, non-existing. *Clutton v. Attenborough*, [1897] A. C. 90; see 10 HARV. L. REV. 449. If, however, the drawer intends payment to be made to an actual person, though unknown to the latter, as in the present case, the check is not payable to bearer and the drawer can recover for payment contrary to direction. *Vinden v. Hughes*, [1905] 1 K. B. 795. This is clearly correct.

A person actually existing and intended by the drawer to be the real payee can scarcely be considered fictitious. Therefore by no construction of the Act is the check payable to bearer. Since, then, a forged indorsement passes no title, the defendant, however innocent, is not entitled to the proceeds of the check. *Robarts v. Tucker*, 16 Q. B. 560; *Citizen's, etc., Bank v. Importer's, etc., Bank*, 119 N. Y. 195.

BILLS OF PEACE — BILL TO AVOID NUMEROUS ACTIONS OF EJECTMENT. — The plaintiff alleged that the eighty-four defendants, squatters on his land, were preparing to defend ejectment suits brought by him, all claiming to hold under M and to tack their adverse possession to his, in order to make it extend for the statutory period of limitation. The plaintiff further alleged that M had not been in adverse possession, that he had won an ejectment suit against one making a similar claim, and prayed that he be decreed entitled to immediate possession, and that the defendants account for rents and damages. The defendants demurred. *Held*, that the demurrer be sustained. Two judges dissented. *Illinois Steel Co. v. Schroeder*, 113 N. W. 51 (Wis.). See NOTES, p. 208.

CONFLICT OF LAWS — REMEDIES — REDRESS IN ONE JURISDICTION FOR TORT COMMITTED IN ANOTHER. — A Nevada statute gives a right of action for personal injuries caused by negligence or wrongful act, but provides that such liability shall exist only in so far as it shall be ascertained by a state or federal court in Nevada. The plaintiff sued in a federal court in Utah for an injury received in Nevada. *Held*, that redress can be given only by a court in Nevada. *Coyne v. Southern Pacific Co.*, 155 Fed. 683 (Circ. Ct., Dist. Utah). See NOTES, p. 207.

CONSTITUTIONAL LAW — IMPAIRMENT OF OBLIGATION OF CONTRACTS — CONTRACT ARISING FROM DEALINGS BETWEEN STATE AND FOREIGN CORPORATIONS. — By various enactments Alabama induced foreign railroad corporations, including the complainant, to acquire in the state franchises and other large property interests. Later a statute made recourse by foreign corporations to the federal courts *ipso facto* a forfeiture of their right to do business in the state. *Held*, that the defendants are enjoined from interfering with the prosecution of intra-state business by the complainant. *Seaboard Air Line Ry. Co. v. Railroad Commission of Alabama*, 155 Fed. 792 (Circ. Ct., M. D. Ala.).

Except under special circumstances, a state may compel a foreign corporation not to resort to the federal courts or else to leave the state. *Security Mutual Life Ins. Co. v. Prewitt*, 202 U. S. 246. There seems to be no reason, however, why the state may not bargain this right away, since it cannot strictly be called an exercise of the police power. A binding contract may arise between a state and a foreign corporation, based on their dealings, although no particular document embodies that contract. *Stearns v. Minnesota*, 179 U. S. 223. In the case under discussion the facts are strongly in favor of such a construction — that the dealings between the parties have "ripened into a legislative contract." In every case the question is one of fact. See 20 HARV. L. REV. 405.

CONSTITUTIONAL LAW — SEPARATION OF POWERS — DELEGATION OF LEGISLATIVE POWER TO COMMISSIONS. — A statute provided that the state railroad commission should have power in its discretion to permit increase in the capital stock of railroad corporations, and to prescribe the terms upon which such increase should be made. *Held*, that the statute delegates legislative power and therefore is void. *State v. Great Northern Ry. Co.*, 100 Minn. 445. See NOTES, p. 205.

CONSTITUTIONAL LAW — SEPARATION OF POWERS — DELEGATION OF LEGISLATIVE POWER TO COMMITTEE OF POLITICAL PARTY. — A statute gave county central committees of the various political parties power to establish districts for the choice of delegates. *Held*, that the statute is unconstitutional. *Rouse v. Thompson*, 81 N. E. 1109 (Ill.).

It is assumed by the court and supported by authority that such a function